Effective Date: _____, 19__

Public Health Service

National Institutes of Health

CONFIDENTIAL DISCLOSURE AGREEMENT

In order to protect certain confidential information relating to inventions and potential and/or present patent rights, and to research, development, business plans, and other technology, including materials ("information") which may be disclosed between them, the National Institutes of Health ("NIH") and the "Participant" identified below, intending to be legally bound, agree that:

1. The Disclosure of information is from: the _____to _____

2. A party ("Disclosing Party") may disclose information to the other ("Receiving Party"). The parties' representatives for disclosing or receiving information (if known):

For NIH: _____

For Participant: _____

3. Information disclosed under this Agreement is described as:

4. This Agreement controls only information which is disclosed to the Receiving Party from the Effective Date to _____, unless otherwise mutually agreed by the parties in writing, and the Receiving Party's duties under Paragraphs 6 through 8 of this agreement expire on five (5) years from the Effective Date.

5. The existence of and the relationship created under this Agreement is confidential and shall be treated as information pursuant to the terms of this Agreement.

6. The Receiving Party shall use the Information of the Disclosing Party solely for the purpose of:

The Receiving Party will not disclose the Information of the Disclosing Party to any person except its employees, consultants, or subcontractors to whom it is necessary to disclose the information for the purposes described above, and any such disclosures shall be under terms at least as restrictive as those specified herein. Any of the persons mentioned above who are given access to the Information shall be informed of this Agreement. The Receiving Party shall protect the information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential information.

7. The Receiving Party's duties under this Agreement shall apply only to information in any written document, memorandum, report, correspondence, drawing or other material, or computer software or program, developed or prepared by the Disclosing Party or any of its representatives which have been clearly marked "Confidential." All disclosures must be reduced to writing and marked "Confidential" within fourteen (14) days after disclosure to be considered confidential information. Disclosures in the form of tangible products or materials (including biological materials) must be transmitted to the Receiving Party under a NIH's Material Transfer Agreement and a written memorandum must be attached to this Agreement to be considered confidential information under this Agreement.

8. Notwithstanding any other provision of this Agreement, information shall not include any item or information, data, patent or idea which: (a) is within the public domain prior to the time of the disclosure by the

Disclosing Party to the Receiving Party or thereafter becomes within the public domain other than as a result of disclosure by the Receiving Party or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the Receiving Party; (c) is acquired by the Receiving Party from a third party not under an obligation of confidentiality; or (d) is hereafter independently developed by the Receiving Party, without reference to the information received from the Disclosing Party.

9. The Receiving Party agrees to return all information, including materials, received from the Disclosing Party at the request of the Disclosing Party, except that the Receiving Party may retain in its confidential files one copy of written information for record purposes only.

10. In the event that the Receiving Party or anyone to whom it transmits the Information pursuant to this Agreement becomes legally required to disclose any such information, the Receiving Party shall provide the Disclosing Party with prompt notice and consult with the Disclosing Party prior to any disclosure.

11. This Agreement is to be made under and shall be construed in accordance with Federal laws as applied by the Federal courts in the District of Columbia and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations. This Agreement may not be superseded, amended or modified except by written agreement between the parties hereto.

12. The parties hereto have caused this Agreement to be executed on its behalf in duplicate (each of which duplicate shall be deemed to be an original) to be effective on the Effective Date.

FOR PARTICIPANT:		**FOR NIH:**	
Company/Institution:.		Institute/Lab/Branch:	
_____		_____	
Address: _____		Building ___ Room _____	
_____Zip_____		National Institutes of Health Bethesda, MD 20892	
Phone: Area Code ( ) _____		Phone: Area Code ( ) _____	
_____	___/__/__	_____	___/__/__
Authorized Signature	Date	Laboratory/Branch Chief Signature	Date
_____		_____	
Authorized Name (Printed)		Laboratory/Branch Chief Name (Printed)	
_____	___/__/__	_____	___/__ /__
Investigator Signature	Date	Investigator Signature	Date
_____		_____	
Investigator Name (Printed)		Investigator Name (Printed)	